

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This JOINT STIPULATION OF SETTLEMENT AND RELEASE (the "Agreement") is entered into by and Dominica R. Zeller, Elena P. Carroll, Shari Merrill, Tammy Meunier, Sheila F. Murphy, Sheri Brooking-Van Lone, Amy Cross, Amy Stowe, Jane Pietkivitch, Janice Bartoldus and Ruby Owens, individually and on behalf of the class of individuals they seek to represent ("Plaintiffs"), on the one hand, and PDC Corporation, d/b/a PDC of New York, Parameds.com, Inc., d/b/a PDC Retrievals, RES Servicing Corp. and Eli Rowe ("Defendants"), on the other hand, in the action styled *Zeller et al. v. PDC Corporation, et al.*, No. 13 Civ. 5053 (the "Litigation").

WHEREAS, Dominica R. Zeller, Elena P. Carroll, Shari Merrill, Tammy Meunier, Sheila F. Murphy, Sheri Brooking-Van Lone, Amy Cross, Amy Stowe, Jane Pietkivitch and Ruby Owens filed a Class and Collective Action Complaint in the Litigation on September 9, 2013 (together with all amendments thereto, the "Complaint"); and,

WHEREAS, the Complaint purports to assert collective and class action claims against Defendants for alleged violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. ("FLSA"), the New York State Labor Law ("NYLL"), the California Labor Law ("CLL"), the Ohio Minimum Fair Wage Standards Act ("OMFWSA"), the Maine Minimum Wages Statute ("MMWS"), the Illinois Minimum Wage Law ("IMWL"), the Connecticut Minimum Wage Act ("CMWA") and the Wisconsin Minimum Wage Law ("WIMWL"), based on, inter alia, their (i) alleged failure to pay a minimum wage; (ii) alleged failure to pay overtime pay and spread of hours pay; and, (iii) alleged failure to provide wage statements and notices; and,

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) between Plaintiffs and Defendants, including all claims asserted in the Litigation; and,

WHEREAS, Defendants deny all of the allegations made by Plaintiffs in the Litigation and deny that they are liable for or owe damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendants have agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation; and,

WHEREAS, having analyzed and evaluated the merits of the claims made against Defendants in the Litigation, conducted interviews with putative class and collective members, obtained and reviewed documents relating to Defendants' compensation policies, and analyzed the Case Database (as hereinafter defined), and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, Class Counsel (as hereinafter defined) are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Plaintiffs.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

I. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below:

“Agreement” means this Joint Stipulation of Settlement and Release.

“Acceptance Period” means the 45 days that a Class Member has to sign and cash a Settlement Check.

“Charity” means the designee that the Court shall determine after each party submits their proposed *cy pres* designee.

“Class Counsel” or “Plaintiffs’ Counsel” means Strauss Law PLLC and the Pianko Law Group, PLLC.

“Class Members” are the FLSA Collective Action Members, and all Rule 23 Class Members.

“Court” means the United States District Court for the Eastern District of New York.

“Days” means calendar days.

“Defendants” means PDC Corporation, Parameds.com, Inc., RES Servicing Corp. and Eli Rowe.

“Defendants’ Counsel” means Winston & Strawn LLP.

“Effective Date” shall be the later of (i) if there is no appeal of the Court’s Order Granting Final Approval of the Settlement, the date thirty (30) days after entry of such Order, or (ii) if there is an appeal of the Court’s Order Granting Final Approval of the Settlement, the day after all appeals are resolved in favor of final approval.

“Fairness Hearing” means the hearing before the Court relating to the Motion for Final Approval.

“Final Approval Order” means the Order entered by the Court after the Fairness Hearing, approving the terms and conditions of this Agreement, distribution of the Settlement Checks and Service Awards, and Dismissal of the Litigation.

“FLSA Collective Members” shall be defined as all Medical Record Retrievers who were included in the Conditionally Certified Collective and returned their forms to opt into this action,

or who are Named Plaintiffs, a list of which is annexed here as Exhibit A.

“Gross Settlement Amount” means the Two Hundred and Seventy-Five Thousand (\$275,000), which Defendants have agreed to pay to settle the Litigation, as set forth in this Agreement.

“Litigation” means the action filed in the United States District Court for the Eastern District of New York and captioned *Zeller et al. v. PDC Corporation, et al.*, No. 13 Civ. 5053.

“Named Plaintiffs” means Dominica R. Zeller, Elena P. Carroll, Shari Merrill, Tammy Meunier, Sheila F. Murphy, Sheri Brooking-Van Lone, Amy Cross, Amy Stowe, Jane Pietkivitch, Janice Bartoldus and Ruby Owens.

“Net Settlement Fund” means the remainder of the Gross Settlement Amount after deductions for: (i) the Settlement Claim Administrator’s fees and costs; (ii) Court-approved attorneys’ fees and costs for Class Counsel; and, (iii) Court-approved Service Awards to Named Plaintiffs.

“Notice” or “Notices” means the Court-approved Notice of Proposed Settlement of Class Action and Collective Action Lawsuit and Fairness Hearing.

“Objector” means an individual who files an objection to this Agreement, and does not include any individual who opts-out of this Agreement.

“Opt-out Statement” means a written signed statement that an individual Rule 23 Class Member has decided to opt-out and not be included in this Agreement.

“Parties” shall mean, collectively, the Named Plaintiffs, the Rule 23 Class Members, the FLSA Collective Members, and Defendants.

“Plaintiffs” shall mean the Named Plaintiffs, the Rule 23 Class Members, and the FLSA Collective Members.

“Preliminary Approval Order” means the Order entered by the Court preliminarily approving the terms and conditions of this Agreement, and directing the manner and timing of providing Notices to the Class Members.

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Claims Administrator for the Settlement Amount paid by Defendants. The QSF will be controlled by the Settlement Claims Administrator subject to the terms of this Agreement and the Court’s Orders for Preliminary Approval and Final Approval. Interest, if any, earned on the QSF will become part of the Settlement Amount.

“Released Claims” means any and all wage and hour claims based on or under the FLSA, NYLI, CLL, OMFWA, MMWS, IMWL, CMWA and WIMWL, and any and all claims arising from or relating to services provided for the Releasees, for overtime wages, interest, liquidated

damages, and attorneys' fees and costs related to such claims, that were or could have been asserted in the Litigation, whether known or unknown, through the date of preliminary approval of this Agreement, including but not limited to all claims for damages, interest, liquidated damages, and attorneys' fees and costs related to such wage and hour claims.

"Releasees" means all Defendants and their direct and indirect parents, subsidiaries, affiliates and related entities, and all of the individuals or entities that hold an interest in PDC Corporation, Parameds.com, Inc. or RES Servicing Corp., and their present and former officers, directors, members, managers, partners, owners, shareholders, investors, agents, attorneys, employees, fiduciaries, predecessors, successors, assigns and representatives, in their individual and representative capacities.

"Rule 23 Class Members" means all individuals who provided services as Medical Record Retrievers for Defendants from June 1, 2009 to June 1, 2015 for those located in New York State, September 9, 2007 to September 9, 2013 for those located in Maine, September 9, 2009 to September 9, 2013 for those located in California, September 9, 2010 to September 9, 2013 for those located in Illinois and Ohio, and September 9, 2011 to September 9, 2013 for those located in Connecticut and Wisconsin, who do not opt-out of the NYLL, CLL, OMFWSA, MMWS, IMWL, CMWA or WIMWL claims. A list of currently identified Rule 23 Class Members is attached as Exhibit B.

"Settlement Claims Administrator" will be Dahl Administration LLC, 6465 Wayzata Blvd Suite 420, Minneapolis, MN 55426, which was selected by Defendants.

"Settlement Checks" means checks issued to Class Members by the Settlement Claims Administrator for their share of the Net Settlement Fund calculated in accordance with this Agreement.

2. APPROVAL AND CLASS NOTICE

a. Binding Agreement. This Agreement is a binding agreement and contains all material agreed upon terms for the Parties to seek a full and final settlement of the Litigation.

b. Retention and Duties of the Settlement Claims Administrator.

Defendants shall be responsible for retaining the Settlement Claims Administrator. The Settlement Claims Administrator will be responsible for identifying Class Members; mailing Notices to Class Members in accordance with the Court's Preliminary Approval Order; responding to Class Members' inquiries; resolving disputes relating to Class Members' workweeks worked and settlement share amounts; distributing Service Awards; calculating Settlement Checks in accordance with the Court's Final Approval Order, the claims administration process; distribution of Settlement Checks to Class Members; providing the original Settlement Checks signed by the Class Members to Defendants' Counsel; providing copies of the Settlement Checks to Class Counsel for filing with the Court; preparing a declaration regarding its due diligence in the claims administration process; mailing all notices required by the Class Action Fairness Act; and performing such other duties as the Parties may

jointly direct or as are specified herein.

The Settlement Claims Administrator's fees shall be borne by the Defendants.

The Parties will have equal access to the Settlement Claims Administrator and all information related to the administration of the settlement. The Settlement Claims Administrator will provide regular reports to the Parties regarding the status of the mailing of the Notices to Class Members, the claims administration process, and distribution of the Settlement Checks.

Defendants agree to cooperate with the Settlement Claims Administrator, provide accurate information, to the extent reasonably available, necessary to calculate the Settlement Checks, and assist the Settlement Claims Administrator in locating Class Members.

c. CAFA Notice. Within 10 days after this proposed Agreement is filed or otherwise presented to the Court, the Settlement Claims Administrator, with the reasonable assistance of Defendants, will serve upon the appropriate officials in each state in which a Rule 23 Class Member resides (based upon Rule 23 Class Members' last known addresses) and the Attorney General of the United States a notice of the proposed settlement in compliance with the requirements of Class Action Fairness Act.

d. Preliminary Approval Motion. On or before July 22, 2015, Plaintiffs will submit to the Court a Motion for Conditional Certification of the Settlement Class and for Preliminary Approval of the Class Action Settlement ("Preliminary Approval Motion"). In connection with the Preliminary Approval Motion, Plaintiffs will submit to the Court, among other things: (a) a proposed Notice of Settlement of the Class Action Lawsuit and Fairness Hearing which is appended hereto as Exhibit C, and (b) a proposed Order Granting Preliminary Approval. The Preliminary Approval Motion will seek the setting of dates for opt-outs, objections, and a Fairness Hearing. Defendants will not oppose the Preliminary Approval Motion; however, if Defendants have any comments that Plaintiffs refuse to adopt in their Motion for Preliminary Approval, then Plaintiffs shall note those comments in their Motion for Preliminary Approval.

The proposed Preliminary Approval Order will include the findings required by Federal Rule of Civil Procedure 23(a) and 23(b)(3). The Preliminary Approval Motion also will seek the setting of date(s) for individuals to opt out of the Rule 23 Class and/or file objections to the settlement, which date shall be thirty (30) days from the mailing of the Notice to the Class Member, but no later than sixty (60) days from the Preliminary Approval Order, and for a Fairness Hearing for Final Approval of the settlement before the Court at the earliest practicable date.

In the Preliminary Approval Motion, Class Counsel will inform the Court of the intended process to obtain a "Final Approval Order" and a "Judgment of Dismissal" that will, among other things: (i) approve the settlement as fair, adequate and reasonable; (ii) incorporate the terms of the Release, as described herein; (iii) dismiss the Litigation with prejudice; (iv) award Class Counsel fees and costs; and, (v) award Service Awards to Named Plaintiffs.

If the Court denies the Motion for Preliminary Approval, then the Parties jointly agree to

seek reconsideration of the ruling or seek Court approval of a renegotiated settlement addressing the issues raised by the Court. Should reconsideration and/or the Parties' attempt to secure Court approval of a renegotiated settlement be denied, the case will proceed as if no settlement had been attempted. In such a case, the Parties will negotiate and submit for Court approval a revised case management schedule.

The Parties will work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and Final Judgment and Dismissal.

e. Notice to Class Members

Within ten (10) days of the Court's issuance of a Preliminary Approval Order, Defendants will provide the Settlement Claims Administrator, in electronic form, for all Class Members the following information to the extent available: name, Social Security Number, last known addresses, last known personal and business email addresses, dates of service and workweeks within the applicable statute of limitations, as that information exists on file with Defendants ("Class List").

Within twenty (20) days of the Court's issuance of the Preliminary Approval Order, the Settlement Claims Administrator will mail to all Rule 23 Class Members, via First Class United States Mail, postage prepaid, the Court-approved Notice of Settlement of Class and Collective Action Lawsuit and Fairness Hearing.

Within twenty (20) days of the Court's issuance of the Preliminary Approval Order, the Settlement Claims Administrator will mail to all FLSA Collective Action Members, via First Class United States Mail, postage prepaid, the Court-approved Notice of Settlement of Collective Action Lawsuit and Fairness Hearing.

The Settlement Claims Administrator will take reasonable steps to obtain the correct address of any Class Members for whom a Notice is returned by the post office as undeliverable and shall attempt re-mailings as described in this Agreement. The Settlement Claims Administrator will notify Class Counsel and Defendants' Counsel of any Notice sent to a Class Member that is returned as undeliverable after the first mailing, as well as any such Notice returned as undeliverable after any subsequent mailing(s) as set forth in this Agreement.

f. Rule 23 Class Member Opt-outs.

Rule 23 Class Members who choose to opt-out of the settlement as set forth in this Agreement must mail, via First Class United States Mail, postage prepaid, a written, signed statement to the Settlement Claims Administrator that states he or she is opting out of the settlement, and include his or her name, job title, address, and telephone numbers and states, "I opt out of the PDC/Parameds/RES wage and hour settlement" ("Opt-out Statement"). To be effective, an Opt-out Statement must be postmarked within thirty (30) days from the mailing of the Notice to the Class Member and no later than sixty (60) days from the Preliminary Approval Order.

Class Members whose first mailing was returned to the Settlement Claims Administrator as undeliverable will be allowed to opt-out or object up to thirty (30) days from the date of the second mailing but no later than sixty (60) days from the Preliminary Approval Order. The Settlement Claims Administrator shall attempt at least two (2) mailings of the Notice and Claim Form to any Class Member.

The Settlement Claims Administrator shall keep accurate records of the dates on which it sends Notices to Class Members.

The Settlement Claims Administrator will stamp the postmark date on the original of each Opt-out Statement that it receives and shall serve copies of each Opt-out Statement on Class Counsel and Defendants' Counsel no later than five (5) days after receipt thereof. The Settlement Claims Administrator will also, within five (5) days of the end of the Opt-out Period, file with the Clerk of Court, stamped copies of any Opt-out Statements. The Settlement Claims Administrator will, within twenty-four (24) hours of the end of the Opt-out Period, send a final list of all Opt-out Statements to Class Counsel and Defendants' Counsel by both email and overnight delivery. The Settlement Claims Administrator will retain the stamped originals of all Opt out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Claims Administrator is relieved of its duties and responsibilities under this Agreement.

Any Class Member who does not properly submit an Opt-out Statement pursuant to this Agreement, will be deemed to have accepted the settlement and the terms of this Agreement and will be issued a Settlement Check, which will contain a release of both their FLSA and state law claims, and a consent-to-join the Litigation, as set forth in this Agreement.

g. Objections to Settlement.

Class Members who wish to present objections to the proposed settlement at the Fairness Hearing must first do so in a written statement ("Written Objection"). To be considered, the Written Objection must be mailed to the Settlement Claims Administrator, via First-Class United States Mail, postage prepaid, and be received by the Settlement Claims Administrator by a date certain thirty (30) days from the mailing of the Notice to the Class Member and no later than sixty (60) days from the Preliminary Approval Order. The Written Objection must include (i) the words, "I object to the PDC/Parameds/RES wage and hour settlement;" (ii) all reasons for the objection (any reasons not included in the statement will not be considered); and, (iii) the name, job title, address, and telephone numbers for the Class Member making the objection. An objection will not be valid or considered by the Court if it does not specifically comply with all of the requirements listed herein. The Settlement Claims Administrator will stamp the date received on the original and send copies of each Written Objection to Class Counsel and Defendants' Counsel by email and overnight delivery no later than three (3) days after receipt thereof. The Settlement Claims Administrator will also file the date-stamped originals of any and all Written Objections with the Court within three (3) days after the end of the Opt-out Period.

An individual who files objections to the settlement ("Objector") also has the right to appear at the Fairness Hearing either in person or through counsel hired by the Objector. An

Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing on his or her written objections at the time he or she submits his or her written objections. An Objector may withdraw his or her objections at any time. No Class Member may appear at the Fairness Hearing unless he or she has filed a timely objection that complies with the procedures provided in this section. No Class Member may present an objection at the Fairness Hearing based on a reason not stated in his or her Written Objections. A Class Member who has submitted an Opt-out Statement may not submit objections to the Settlement or speak at the Fairness Hearing.

The Parties may file with the Court written responses to any filed objections no later than fourteen (14) days before the Fairness Hearing.

h. Entry of Judgment. At the Fairness Hearing, the Parties will request that the Court, among other things, (a) certify the classes for purposes of settlement, (b) enter Judgment in accordance with this Agreement, (c) approve the settlement and Agreement as final, fair, reasonable, adequate, and binding on all Class Members who have not timely opted out pursuant to Section 3.5, and (d) dismiss the Litigation with prejudice.

j. Effect of Failure to Grant Final Approval. In the event the Court fails to enter Judgment in accordance with this Agreement or such Judgment does not become Final as defined herein, the Parties shall resume the Litigation unless the Parties jointly agree to seek reconsideration or appellate review of the decision denying entry of Judgment, or attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement. In the event any reconsideration or appellate review is denied, or a mutually agreed-upon settlement is not approved the Litigation will proceed as if no settlement had been attempted. In that event, the classes certified for purposes of settlement shall be decertified, and Defendants may contest whether this Litigation should be maintained as a class action or collective action and contest the merits of the claims being asserted by Plaintiffs in this action. In such a case, the Parties will negotiate and submit for Court approval a revised case management schedule.

k. The Court will provide notice to Class Members that the Agreement did not receive final approval and that, as a result, no payments will be made to Class Members under the Agreement. Such notice shall be mailed by the Settlement Claims Administrator via First Class United States Mail, postage prepaid, to the addresses used by the Settlement Claims Administrator in mailing the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing.

l. Releases and Consents to Join.

A Class Member who does not timely return an Opt-out Statement will be issued a Settlement Check by the Settlement Claims Administrator from the QSF in accordance with the Final Approval Order.

All Settlement Checks shall contain on the back of the check, the following limited endorsement:

FINAL RELEASE OF CLAIMS:

I understand that I have up to forty-five (45) days from the date I was mailed this Settlement Check to sign and cash this Settlement Check.

By endorsing this check, I agree to be bound by the Settlement Agreement negotiated by Class Counsel in the litigation captioned *Zeller et al. v. PDC Corporation, et al.*, No. 13 Civ. 5053, United States District Court, Eastern District of New York.

I irrevocably and unconditionally waive, release, extinguish, acquit, and forever discharge any claim that I have or might have against Defendants, its parents, affiliates, subsidiaries, officers, directors, shareholders, agents, and/or employees, for violations of the federal or state wage and hour laws, relating to my provision of services to PDC/Parameds/RES as a Medical Record Retriever up to and including [the date of the Preliminary Approval Order].

Dated: _____

Signature

The Settlement Checks will be mailed to the Class Members, and the attorneys' fees and costs checks mailed to Class Counsel by the Settlement Claims Administrator ten (10) business days after the Effective Date. Service Award checks shall be mailed to each recipient within ten (10) business days after such recipient has returned the signed Supplemental Release to Defendants' Counsel.

The Court will retain jurisdiction over the case following the entry of the Judgment for Dismissal until thirty (30) days after the end of the Acceptance Period. The Settlement Claims Administrator will notify the Court of the expiration of the Acceptance Period.

3. SETTLEMENT TERMS

a. Settlement Amount.

Defendants agree to pay the Gross Settlement Amount of Two-Hundred Seventy Five Thousand Dollars (\$275,000), which shall fully resolve and satisfy any and all claims for attorneys' fees and costs approved by the Court, any and all amounts to be paid to Class Members, any Court-approved Service Awards to Named Plaintiffs. Other than all fees and costs associated with investing and liquidating the QSF, and the Settlement Claims Administrator's fees, Defendants will not be required to pay more than Two-Hundred Seventy Five Thousand Dollars (\$275,000) under the terms of this Agreement.

By no later than ten business (10) days after the date of the Final Approval Order, Defendants shall deposit Two-Hundred Seventy Five Thousand Dollars (\$275,000) into the QSF. Any interest accrued from the QSF shall immediately be added to and become part of the Gross

Settlement Amount.

Class Members will have forty-five (45) days from the date of mailing to endorse and cash their Settlement Checks (the "Acceptance Period"). Class Members will be informed of the Acceptance Period in the Notices and on the Settlement Checks.

Any uncashed Settlement Checks to Rule 23 Class Members or Service Award checks outstanding ninety (90) days after the Final Approval Order will be redistributed among the Class Members who cashed their initial settlement checks as non-wage income, pro rata or, if the amount remaining is small enough that a redistribution is not practical, it will be distributed to a *cypres* designee. The parties shall submit their proposed *cypres* designees to the Court and the Court shall determine the appropriate *cypres* designee.

b. Settlement Amounts Payable as Attorneys' Fees and Costs.

At the Fairness Hearing and Motion for Final Approval, Class Counsel will petition the Court for an award of attorneys' fees of no more than one-third (1/3) of the Settlement Amount, and, in addition, for reimbursement of their actual litigation costs, and expenses to be paid from the QSF including the cost of document review specialists. After depositing the Settlement Amount with the Settlement Claims Administrator for the QSF, Defendants shall have no additional liability for Class Counsel's attorneys' fees and costs.

The substance of Class Counsel's application for attorneys' fees and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of any proceeding related to Class Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval.

c. Service Awards to Certain Plaintiffs.

In return for services rendered to the Class Members, at the Fairness Hearing, the following Named Plaintiffs will apply for the following as a Service Award from the QSF: \$2,000 to Sheri Brooking-Van Lone, \$2,000 to Amy Cross, \$15,000 to Dominica Zeller, \$10,000 to Amy Stowe, \$6,000 to Jane Pietkivitch, \$5,000 to Sheila Murphy, \$10,000 to Tammy Meunier, \$10,000 to Shari Merrill, and \$6,000 to Elena Carroll. Defendants will not oppose such applications. To obtain said Service Awards after approval, each recipient must sign a supplemental full and general release to be provided prior to receiving service awards, in the forms collectively attached as Exhibit D (the "Supplemental Releases").

The application for Service Awards is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of the Court's ruling on the application the Service Awards will not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval or for Final Judgment and Dismissal.

d. Net Settlement Fund and Allocation to Class Members.

The allocation to Class Members for Settlement Checks will be made from the Net Settlement Fund.

A Class Member's proportionate share of the Net Settlement Fund will be determined by the Settlement Claims Administrator pursuant to the following formula:

Each Class Member who worked in New York State shall be assigned one point for each week worked in New York between June 1, 2009 and June 1, 2015.

Each Class Member who worked in Maine shall be assigned one point for each week worked in Maine between September 9, 2007 and September 9, 2013.

Each Class Member who worked in California shall be assigned one point for each week worked in California between September 9, 2009 and September 9, 2013.

Each Class Member who worked in Illinois shall be assigned one point for each week worked in Illinois between September 9, 2010 and September 9, 2013.

Each Class Member who worked in Ohio shall be assigned one point for each week worked in Ohio between September 9, 2010 and September 9, 2013.

Each Class Member who worked in Connecticut shall be assigned one point for each week worked in Connecticut between September 9, 2011 and September 9, 2013.

Each Class Member who worked in Wisconsin shall be assigned one point for each week worked in Wisconsin between September 9, 2011 and September 9, 2013.

Each Member of the Collective who does not reside in New York, Maine or California shall be assigned one point for each week worked between September 9, 2010 and September 9, 2013, but in no case shall a Member of the Collective or Member of the Class receive more than one point for each week worked.

To calculate each Class Member's proportionate share: (i) add all points for Class Members together to obtain the "Total Denominator;" (ii) divide the number of points for each Class Member by the Total Denominator to obtain each Class Member's "Portion of the Net Settlement Fund;" and, (iii) multiply each Class Member's Portion of the Net Settlement Fund by the Net Settlement Fund to determine each Class Member's "Settlement Award."

e. Tax Characterization.

For tax purposes payments shall be treated as interest and/or liquidated damages. Payments shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099. Payments of attorneys' fees and costs pursuant to Section 4.2 shall be made without withholding and reported to the IRS and the payee under the payee's name and taxpayer identification number, which each such payee shall provide for this purpose, on an IRS Form 1099. Any Service Award payment pursuant to Section 4.3 shall be made without withholding and reported to the IRS and the payee under the payee's name and social security number on an IRS Form 1099. The Settlement Claims Administrator shall be responsible for making all tax related calculations required with the payout of the Settlement Fund.

4. RELEASE

a. Release of Claims.

By operation of the entry of the Judgment and Final Approval, and except as to such rights or claims as may be created by this Agreement:

Upon the Effective Date, and except as to such rights or claims that may be created by this Agreement, each Class Member who does not timely opt out pursuant to this Agreement, on his or her behalf, and on behalf of his or her respective current, former and future representatives, heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases and discharges the Releasees from any and all wage and hour claims based on or under the NYLL, CLL, OMFWA, MMWS, IMWL, CMWA and WIMWL for all wage and hour claims arising from or relating to services provided for the Releasees, and any and all wage and hour claims that were or could have been asserted in the Litigation, whether known or unknown, through the date of preliminary approval of this Agreement, including but not limited to, all claims for damages, interest, liquidated damages, and attorneys' fees and costs related to such claims.

Upon the Effective Date, and except as to such rights or claims that may be created by this Agreement, each FLSA Class Member forever and fully releases and discharges the Releasees from all wage and hour claims based on the Fair Labor Standards Act, as amended, claims arising out of or relating to work performed at or for Releasees for overtime wages, interest, liquidated damages, and attorneys' fees and costs related to such claims, that were or could have been asserted in the Litigation, whether known or unknown, through the date of preliminary approval of this Agreement including but not limited to all claims for damages, interest, liquidated damages, and attorneys' fees and costs related to such wage and hour claims.

b. Release of Fees and Costs for Settled Matters.

Class Counsel on behalf of the Class Members, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Defendants for attorneys' fees or costs associated with Class Counsel's representation of the Class Members.

c. Non-Admission of Liability.

Defendants have agreed to the terms of settlement herein without in any way acknowledging any fault or liability, and with the understanding that terms have been reached because this settlement will avoid the further expense and disruption of Defendants' business due to the pendency and expense of litigation, and put the claims in the Litigation finally to rest. Nothing in this Agreement shall be deemed or used as an admission of liability by Defendants, or as an admission that a class should be certified for any purpose other than settlement purposes.

5. INTERPRETATION AND ENFORCEMENT

a. Cooperation between the Parties; Further Acts.

The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Courts' approval of this Agreement and all of its terms. Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

b. No Assignment.

Class Counsel and Named Plaintiffs, on behalf of the individual Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

c. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

d. Binding Effect.

This Agreement shall be binding upon the Parties and, with respect to the Named Plaintiffs, the Opt-in Plaintiffs, and all Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.

e. Arms' Length Transaction; Materiality of Terms.

The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

f. Captions.

The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

g. Construction.

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

h. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

i. Governing Law.

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

j. Continuing Jurisdiction.

The United States District Court for the Eastern District of New York shall retain exclusive jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby.

k. Waivers; Modifications; Amendments.

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

l. Publicity.

Class Members and Class Counsel and Defendants' Counsel agree that they will respond to any press inquiries with the response that "the parties have resolved their differences to their mutual satisfaction" or words to that effect.

m. When Agreement Becomes Effective; Counterparts.

This Agreement shall become effective upon its execution. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.


n. Signatures of Named Plaintiffs.


This Agreement is valid and binding if signed by Defendants' Counsel and Class Counsel.


o. Facsimile and Email Signatures.

Any party may execute this Agreement by causing his, her or its counsel to sign on the designated signature block below and transmitting that signature page via facsimile or email to counsel for the other party. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be valid.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

Executed this 18 day of July, 2015 by 
for PDC CORPORATION
Print Name: Eli Rowe
Title: CEO

Executed this 16 day of July, 2015 by 
for PARAMEDS.COM, INC.
Print Name: Eli Rowe
Title: CEO

Executed this 18 day of July, 2015 by 
for RES SERVICING CORP.
Print Name: Eli Rowe
Title: CEO

Executed this 18 day of July, 2015 by 
ELI ROWE

executed this 2 day of July, 2015 by Dominica Zeller
DOMINICA R ZELLER

Executed this 2 day of July, 2015 by E. Carroll
ELANA P. CARROLL

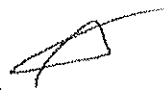
Executed this 3 day of July, 2015 by Shari Merrill
SHARI MERRILL

Executed this 6 day of July, 2015 by T. Meunier
TAMMY MEUNIER

Executed this 2nd day of July, 2015 by Sheila Murphy
SHEILA F. MURPHY

Executed this 7 day of July, 20 15 by S. Blady-van Lone
SHERI BROOKING-VAN LONE



Executed this 2 day of July, 2015 by A CROSS 
AMY CROSS

Executed this 10 day of July, 2015 by Amy Stowe
AMY STOWE

Executed this 2 day of July, 2015 by J. Pietkivitch 
JANE PIETKIVITCH

Executed this 9 day of July, 2015 by J. Bartoldus
JANICE BARTOLDUS

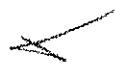
Executed this 5 day of ~~2015~~ July, 2015 by Ruby Owens 
RUBY OWENS

Exhibit A to Settlement Agreement

Sizzly	Acevedo	31611 Spoonflower Circle		Wesley Chapel	FL	33545
Megan	Angus	284 Springmont Road		Sagamore Hills	OH	44067
Melissa	Archer	142 E. Philadelphia St. #3		York	PA	17401
Laura	Bankhead	12660 Memorial Way #1000		Moreno Valley	CA	92553
Janice	Bartoldus	6 Laurie Boulevard		Centereach	NY	11720
Trudy	Bazemore	1630 Shenkel Road		Pottstown	PA	19465
Donna	Bell	P.O.Box 652		Sophia	WV	25921
Lita	Benton	3708 Galway Rd. # 14		Ballston Spa	NY	12020
Alisa	Bolden	703 Looney Street		Memphis	TN	38107
Kaila	Brion	745 Lynwood Ct		Merritt Island	FL	32953
Nikki	Brown	1007 Lee Ave		Cheraw	SC	29520
Veronica	Cabrales	2595 W. 21st Street		Yuma	AZ	85364
Jessi	Cabreja	64 Prospect Avenue Apt. B5		Hackensack	NJ	7601
Branden	Cain	509 S 29th St		Middlesboro	KY	40965
Lisa	Calden	3531 SW 5th St.		Cape Coral	FL	33991
Felicitaz	Cardena	5759 S Albany Ave		Chicago	IL	60629
Elana	Carroll	31 Central Avenue		Granite Falls	NC	28630
Lydia	Clark	PO Box 160		Ashtabula	OH	44005
Jenny	Collins	82 Naples Ave.		Providence	RI	2908
Mary	Conley	3304 Loretto Rd		Jacksonville	FL	32223
Kathy	Conrad	118 S Ohio Ave		Lancaster	OH	43130
Erica	Cox	3431 E. 60th St		Kansas City	MO	64130
Amy	Cross	114 Hosack St.		Arlington	TX	76010
Lori	Cunningham	708 Banner Cr.		Salina	KS	67401
Nicole	DeMichael	1836 S. Keim St.		Pottstotwn	PA	19465
Carol	Engels	16060 W Anna Dr		Wadsworth	IL	60083
Yolanda	Ferguson	8312 Old Ironsides Loop		Ft. Benning	GA	31905
Jennifer	Finch	4878 Hummingbird St		Elida	OH	45807
Sherri	Garney (Brooking-Van Lone)	84 Southport Woods Dr		Southport	CT	6890
Theroda Sindy	Gaillard-Britt	219 Rebecca Street		Santee	SC	29142
Katie	Geideman	381 N 1st Dr		Show Low	AZ	85901
Stephanie	Gibson	7347 Norfolk Place		Castle Rock	CO	80108
Samantha	Glass	7615 Magnolia Beach Rd. # 3A		Denham Springs	LA	70726
Angelia	Goodin	739 Cowboys Pkwy	Apt# 3114	Irving	TX	75063
Melanie	Handley	122 Cole Ave.		Miamisburg	OH	45342
Danita M.	Haynes	1008 Chipwood Court		Irmo	SC	29063

Contessa	Haynie	Po Box 136		Fountain	NC	27829
Lee	Henry	18053 Cullman Avenue		Port Charlotte	FL	33948
Laurie	Heying	572 Field View Dr		Rapid City	SD	57701
Linda	Hill	301 Polk Street		Laporte	IN	46350
Stephanie	Holder	5564 Estates Court		Norcross	GA	30093
Barbara	Horton	3517 East 129th Street		Cleveland	OH	44105
Constance	Hunter	655 W 65th St	Apt 813	Chicago	IL	60621
Davelyn	Johnson	70 Buntin St.		Woodbine	GA	31569
Khyla	Johnson	5900 Baymeadows Lane	Apt. 1508	Arlington	TX	76017
Tracy	Johnson	1312 N. Park Ave		Herrin	IL	62948
Georgia	Kearns	11091 White Sands		San Antonio	TX	78233
Virginia	Kelly-Gentles	224 W Olive Ave		Monrovia	CA	91016
Diane	Kennedy	PO BOX 1467		Goldendale	WA	98620
Charlotte	Kersey	152 Country Club Circle		Sanford	FL	32771
Miranda L.	King (Smith)	2110 South Santa Fe	203	Moore	OK	73160
Stephanie	Kolb	2289 Eastbrook Rd		Vista	CA	92081
Jill	Kunkel	22093 Bulick Ave		Adrian	MN	56110
Alanna	Lane	11800 Edgewater Dr.		Lakewood	OH	44107
Antoinette	Lavern	2025 Peachtree Rd NE	Apt 1529	Atlanta	GA	30309
Carla	Leos	2801 Treasure Hills Blvd. Apt #4		Harlingen	TX	78550
Pearl	Lewis	5302 Devon Green Drive		Katy	TX	77449
Tammy	Lewis	P O Box 836		Winnsboro	LA	71295
Michelle	Lublin	5480 South Valdaí Street		Aurora	CO	80015
Julie	Mack	5335 Devon Green Drive		Katy	TX	77449
Davette	Malufka	109 W South Street		Annawan	IL	61234
Anna	Marrero-Lopez	10032 Bussey Road		Sycamore	GA	31790
Bera	Marushka Rose	1240 E. 25th Street		San Angelo	TX	76903
Carolyn	Mason	570 SW Bailey Terrace		Port St. Lucie	FL	34953
Frances	Matias	10030 Bussey Rd		Sycamore	GA	31790
Lawanda	McCall	1321 Alexwood Dr		Hope Mills	NC	28348
Jeremy	McMillen	334 Settlement Rd		Hamilton	AL	35570
Shari	Merrill	810 Sennett St.		Miamisburg	OH	45342
Dominica	Miller (Zeller)	2075 Rhonda Street		Oxnard	CA	93036
Linda	Million	121 Savannah Ridge Trails		Demorest	GA	30535
Beverly	Moore	5662 Frontier Walk Lane		Buford	GA	30518
Sharon	Mosley	1434 College Pkwy		Gulf Breeze	FL	32563
Lois	Murphy	P.O. Box 43		Lewiston	NC	27849
Sheila	Murphy	6073 Bobwhite Road		Louisville	IL	62858
Denise	Neiswender	62430 Locust Rd	#156	South Bend	IN	46614
Linda	Nielson	116 Foster Court		Johnson City	TN	37604

Melissa	Nowak	2108 Education Way		Way Oakwood	GA	30566
Michelle	Nowak	2108 Education Way		Oakwood	GA	30566
Elizabeth	OConnell	25 Chestnut St.		Lexington	NC	27292
Ruby	Owens	97 Talawanda Trail		Dayton	OH	45429
Ernestine	Phillips	9226 Shadow Crest		Converse	TX	78109
Jane	Piekivitch	109 W. North St., Apt. 4		Deforest	WI	53532
Jessica	Pizzaro	1833 Lake Shadow Way		Suwanee	GA	30024
Danielle	Powell	69 Lucas Rd		Sumrall	MS	39482
Constance	Pratt	809 Attonbury Ln		FAYETTEVILLE	NC	28312
Lisa	Racz	PO Box 2948		Cleveland	GA	30528
Tammy	Raymond (Meunier)	23 Newhall St.		Fairfield	ME	4937
Eugenia	Reed	7213 Carothers		Houston	TX	77028
Lynn	Rocco	2316 Oakview Drive		New Bern	NC	28562
Angelica	Rodriguez	1301 S 5th Street Apt P2		Hartsville	SC	29550
Angela	Rudy	513 Pinnacle Road		Thompstontown	PA	17094
Sharyn	Silas	15229 Cottage Grove Ave		Dolton	IL	60419
Wanda	Singletary	PO Box 1011		Lake City	SC	29560
April	Smith	23 River Dr		Granite Falls	NC	28630
Michelle	Smith	13 Charleston Court		Stafford	VA	22554
Zoe	Smith	9831 S California Avenue		Evergreen Park	IL	60805
Dymie	Sorzano	631 Cypress Lake BLVD Unit C		Deerfield Beach	FL	33064
Sheryl	Spindle	421 Brittany Harbor South		Lavonia	GA	30553
Amy	Stowe	1232 Melrose Dr		Rock Hill	SC	29732
Patricia	Stowe	11099 White Sands St		Live Oak	TX	78233
Deborah	Thomas	195 S Hook Rd.		Pennsville	NJ	8070
Terry	Thomas	PO Box 24505		Dayton	OH	45424
Marcia	Thompson	2229 Highland Ave		Anderson	IN	46011
Vanessa	Townsend	1619 County Rd 115		Union Springs	AL	36089
Jennine	Ursillo	6 Swanson Dr		Wilmington	DE	19808
Amanda	Vail	6945 W Currahee St		Toccoa	GA	30577
Tracey	Vaughn	3101 Riviera Court		Herrin	IL	62948
Courtney	Walker	Po Box 351		Central Bridge	NY	12035
Dianna	Ward-Cain	72 Setter Dr		Anniston	AL	36207
Tami	Warner	RR 3 Box 66		Vandalia	IL	62471
Diana	Weber	4101 Jenks Hwy		Charlotte	MI	48813
Teree	Whitehead	3005 Hidden Lake Dr.		Duluth	GA	30096
Tamatha	Whitehurst	135 Lakeview Estates Lane		Eatonton	GA	31024
Lakisha	Williams	POB 536		Smith Station	AL	36877
Lynda	Williams	3601 Windsor Blvd		Oklahoma City	OK	73122

Penny	Williams	6827 Flint Hill Rd		Sophia	NC	27350
Prentice	Williams	4131 Crossgate Ct		Arlington	TX	76016
Karoline	Willis	76 Lori Ln		East Bridgewater	MA	2333
Ina	Witherspoon	417A US Hwy 401 Byp S		Laurinburg	NC	28352
Latisha	Young	6221 Katelyn Park		Lithonia	GA	30058

Exhibit B to Settlement Agreement

Bekha	Ashman	3505		Glenville	NY	12302
Deborah	Babb	125 East		Brooklyn	NY	11203
Janice	Bartoldus	6 Laurie		Centereac	NY	11720
Hysyet	Brown	300		Uniondale	NY	11553
Miriam	Kraminer	1140 38th street		Brooklyn	NY	11218
Susan	Ripley	14 Main St.	Lot 232	Wellsburg	NY	14894
Erin	Robbins	18 Wendell St		Ravena	NY	12143
Courtney	Walker	Po Box 351		Central Bridge	NY	12035
Lita	Benton	3708		Ballston	NY	12020

13 New
York class
members
TBD

Laura	Bankhead	12660		Moreno	CA	92553
LaTicia	Jeffries	317 Fayetteville Ave, Unit B		Carolina Beach	CA	28428
Virginia	Kelly-Gentles	224 W Olive Ave		Monrovia	CA	91016
K.	McCollam	5123 Daly Court		Foresthill	CA	95631
Edna	Renskers	3404 Markwood St.		Duarte	CA	91010
Norma	Vela	162 Ebony Ave		Imperial Beach	CA	91932
Grace	Wu	P.O. Box 6262		Thousand Oaks	CA	91359
Dominica	Miller	2075 Rhonda Street		Oxnard	CA	93036

5
California
Class
Members
TBD

Felicitaz	Cardena	5759 S		Chicago	IL	60629
Jessica	Comper	320 S		Centralla	IL	62801
Carol	Engels	16060 W Anna Dr		Wadsworth	IL	60083
Yareliz	Flores	400 Mill St		South Elgin	IL	60177

Shavonne	Gillette	10313 S. Hale Unit 2B		Chicago	IL	60643
Jessica	Gort	3308 Taft AVE SW		Wyoming	IL	49519
Melissa	Hollingsworth	1118 Woodbury Lane		Wheeling	IL	60090
Constance	Hunter	655 W 65th St	Apt 813	Chicago	IL	60621
Tracy	Johnson	1312 N. Park Ave		Herrin	IL	62948
Janet	Lamb	P. O. Box 8		Omaha	IL	62871
Davette	Malufka	109 W South Street		Annawan	IL	61234
Cindy	Price	1917 Settlers Court		McHenry	IL	60050
Julia Ann	Ratley	54 Ford St.		New Haven	IL	62867
Chana	Rochel Baumel	6331 N. Central Park Ave		Chicago	IL	60659
Sharyn	Silas	15229 Cottage Grove Ave		Dolton	IL	60419
Zoe	Smith	9831 S California Avenue		Evergreen Park	IL	60805
Tracey	Vaughn	3101 Riviera Court		Herrin	IL	62948
Karen	Walters	2500 Eldorado Blacktop Rd		Equality	IL	62934
Sheila	Murphy	6073 Bobwhite Road		Louisville	IL	62858
Kelly	Netzband	602 East Locust Street		Watseka	IL	60970
Becky	Poe	40 Lakeview St.		Wolf Lake	IL	62998
Sarah	Bailey	1650		ORRVILL	OH	44667
Michelle	Carpintero	2098		Loveland	OH	45140
Lydia	Clark	PO Box		Ashtabula	OH	44005
Christine	Collins	4247		Brunswick	OH	44212
Kathy	Conrad	118 S		Lancaster	OH	43130

Jennifer	Finch	4878 Hummingbird St		Elida	OH	45807
Barbara	Horton	3517 East 129th Street		Cleveland	OH	44105
Rita	Kesic	129 Strawberry Hill Road		Rittman	OH	44270
Rhonda	Morris	1033 Terrydel Ln		Cincinnati	OH	45245
Kamala	Owens	1895 Zwyer Dr Apt B		Marion	OH	43302
JoAnn	Perry	5472 Longworth Drive		Galloway	OH	43119
Dalana	Sharp	6685 Dietz Drive		Canal Winchester	OH	43110
Terry	Thomas	PO Box 24505		Dayton	OH	45424
Rochel	Yehudis Sandell	27900 Bishop Park Dr.	Apt # F105	Willoughby Hills	OH	44092
Megan	Angus	284		Sagamore	OH	44067
Vita	Simpson	193 Ziegler Ave		Columbus	OH	43207
Shari	Merrill	810 Sennett St.		Miamisburg	OH	45342
Tammy	Raymond	23 Newhall St.		Fairfield	ME	4937
1 Additional Maine Class Member						
Jane	Piekivitch	109 W. North St., Apt. 4		Deforest	WI	53532
Sherri	Garney	84 Southport Woods Dr		Southport	CT	6890

Exhibit C to Settlement Agreement

**NOTICE OF PROPOSED SETTLEMENT OF CLASS AND COLLECTIVE
ACTION LAWSUIT AND FAIRNESS HEARING**

United States District Court for the Eastern District of New York

If you were engaged as a Medical Records Retriever for PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. between September 9, 2010 to September 9, 2013 anywhere in the U.S., or from June 1, 2009 to June 1, 2015 in the State of New York, from September 7, 2007 to September 9, 2013 in the State of Maine or from September 9, 2009 to September 9, 2013 in the State of California, from September 9, 2010 to September 9, 2013 in the States of Illinois or Ohio, or from September 9, 2011 to September 9, 2013 in the States of Connecticut or Wisconsin, you may be entitled to a payment from a Class Action lawsuit settlement.

This is a Court-authorized notice. This is not a solicitation from a lawyer.

This notice pertains to any individual who was engaged by PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. as a Medical Records Retriever from June 1, 2009 to June 1, 2015 in the State of New York, September 9, 2007 to September 9, 2013 in the State of Maine, from September 9, 2009 to September 9, 2013 in the State of California, or from September 9, 2010 to September 9, 2013 in the States of Illinois or Ohio, or from September 9, 2011 to September 9, 2013 in the States of Connecticut or Wisconsin.

Plaintiffs say that the Defendants failed to pay medical records retrievers as employees the proper minimum wage and overtime pay, as well as other compensation, as required by law. The Defendants deny any wrongdoing, and state that the medical records retrievers were engaged by Defendants pursuant to independent contractor agreements, and that all monies were paid appropriately at all times on a 1099 basis.

To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, the parties have concluded that it is in their best interests to resolve and settle the action by entering into a settlement agreement. Accordingly, the individuals who filed the suit and defendants PDC Corporation, Parameds.com, Inc., RES Servicing Corp. and Eli Rowe have settled. PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. have agreed to deposit \$275,000 into a fund that will be used to pay Medical Records Retrievers who worked in the above states at the above times, or opted into this lawsuit, as well as to pay attorneys' fees, service awards, and litigation costs.

Under the allocation formula created by the settlement, you are entitled to receive approximately \$_____, which you will be responsible for paying taxes on as if you earned this amount from PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. This amount is based on the number of weeks you provided services to PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. as a Medical Records Retriever during the relevant liability period for claims under the Fair Labor Standards Act ("FLSA"), New York State Labor Law ("NYLL"), California Labor Law ("CLL"), the Ohio Minimum Fair Wage Standards Act, ("OMFWSA"), the Maine Minimum Wages Statute ("MMWS"), the Illinois Minimum Wage Law, ("IMWL"), the Connecticut Minimum Wage Act ("CMWA"), Wisconsin Minimum Wage Law

(“WIMWL”), depending on the State in which you worked.

PDC Corporation, Parameds.com, Inc. and RES Servicing Corp. do not make any representations concerning tax consequences of this settlement or participation in it, and you are advised to seek your own personal tax advice prior to acting in response to this Notice.

Your legal rights may be affected.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT OF NYLL, CLL, OMFWSA, MMWS, IMWL, and CMWA CLAIMS:	
DO NOTHING	Remain part of the case and receive approximately the payment amount identified above.
EXCLUDE YOURSELF	<p>Get no payment. If you provided services for PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. as a Medical Records Retriever between June 1, 2009 to June 1, 2015 in the State of New York, or from September 9, 2007 to September 9, 2013 in the State of Maine, or from September 9, 2009 to September 9, 2013 in the State of California, or from September 9, 2010 to September 9, 2013 in the States of Illinois or Ohio, or from September 9, 2011 to September 9, 2013 in the States of Connecticut or Wisconsin, this is the only option that allows you to bring your own lawsuit or to be part of any other lawsuit against PDC Corporation, Parameds.com, Inc. RES Servicing Corp., or Eli Rowe for unpaid wages.</p> <p><i>If you exclude yourself from the settlement, you will not be entitled to receive any payment from the settlement fund.</i></p>
OBJECT	Write to the Court about why you object to the settlement. If you exclude yourself from the settlement, you may not object. If you object in writing, you may also ask to speak in Court about the fairness of the settlement. You may only appear in Court to speak about the fairness of the settlement if you file a timely written objection to the settlement and if you do not exclude yourself from the settlement.

RIGHTS AND OPTIONS IN THIS SETTLEMENT OF FLSA CLAIMS:

ENDORSE AND DEPOSIT THE CHECK	By endorsing and depositing the check, you will be agreeing to participate in the settlement and you will receive the payment amount identified on the check.
NOT DEPOSIT THE CHECK	If you do not wish to participate in, or be bound by, the settlement, you should not deposit the check.

These rights and options – **and the deadlines to exercise them** – are explained in this notice.

The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

1. Why did I get this notice?

You are getting this notice because the Defendants' records show that you were engaged by PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. as a Medical Records Retriever at some point since September 9, 2007. The Court ordered that you be sent this notice because you have a right to know about a proposed settlement of a collective action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement and after objections and appeals are heard, payments will be mailed to all individuals who provided services as Medical Records Retrievers during the dates mentioned above and class members who do not exclude themselves.

This notice explains the lawsuit, the settlement, your legal rights, and what benefits are available. The Court overseeing this case is the United States District Court for the Eastern District of New York. This lawsuit is known as *Zeller et al. v. PDC Corporation, et al.*, No. 13 Civ. 5053.

The people who filed the lawsuit are called the "Named Plaintiffs" and "Class Representatives." PDC of New York, Parameds.com, Inc., d/b/a PDC Retrievals, RES Servicing Corp. and Eli Rowe are called the "Defendants."

2. What is this lawsuit about?

This lawsuit is about whether Defendants properly paid Medical Records Retrievers in accordance with the federal and state labor laws. Plaintiffs contend that Defendants violated federal law by failing to pay medical records retrievers the proper minimum wage and premium

overtime pay – at a rate of 1.5 times their regular hourly rate – for hours worked in excess of 40 hours per week. Defendants maintain that the medical records retrievers were engaged by Defendants as independent contractors, and that all monies were paid appropriately at all times on a 1099 basis.

1. What is a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who have similar claims. The people together are a “Class” or “Class Members.” The individuals who brought the lawsuit are called the Plaintiffs. One court resolves the issues for everyone in the Class — except for those who choose to exclude themselves from the Class.

2. What is a collective action?

In a “Collective Action,” one or more people called “Named Plaintiffs” sue on behalf of people who have similar claims. However, other individuals who have similar claims do not become part of the Collective Action until they “opt in” to the Collective Action. You are a member of the Collective Action because you opted into the Collective Action by August 30, 2014.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Both sides believe they would have prevailed in this case, but there was no decision ruling in favor of either party. Instead, both sides agreed to a settlement. That way, they avoid the costs, delays and uncertainties associated with a trial, and the people affected will get compensation. The Named Plaintiffs and Class Representatives and the attorneys think the settlement is the best result for all potential Collective Action and Class Members.

WHO IS IN THE SETTLEMENT

4. How do I know if I will be included in the Class Settlement?

You are automatically a member of the Class if you provided services to PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. as a Medical Record Retriever between June 1, 2009 to June 1, 2015 in the State of New York, or from September 9, 2007 to September 9, 2013 in the State of Maine, or from September 9, 2009 to September 9, 2013 in the State of California, or from September 9, 2010 to September 9, 2013 in the States of Illinois or Ohio, or from September 9, 2011 to September 9, 2013 in the States of Connecticut or Wisconsin.

5. How do I know if I will be included in the Collective Settlement?

If you received this notice, you will be included in the Collective Settlement if the Court grants approval of the settlement because you provided services to PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. during the period September 9, 2010 to September 9, 2013, and you previously submitted a consent form affirmatively opting into the Collective Action.

6. I'm still not sure if I will be included.

If you are still not sure whether you are included, you can ask for free help. You can contact Strauss Law PLLC:

STRAUSS LAW PLLC
305 Broadway, 7th Floor
New York, NY 10007
Phone: 212-822-1496
Email: Jesse@strausslawpllc.com

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the settlement provide?

PDC Corporation, Parameds.com, Inc., RES Servicing Corp. and Eli Rowe have agreed to deposit \$275,000 into a fund to be divided among Medical Records Retrievers who are covered by the settlement. The settlement fund shall cover payments to Plaintiffs' Counsel for attorneys' fees and costs, and payments to Plaintiffs for their service to the Class. The remaining amount, after attorneys' fees and costs, service payments, and administrative fees have been deducted, shall be divided among Class Members based on the number of weeks they worked for PDC Corporation, Parameds.com, Inc. or RES Servicing Corp. during the relevant liability period.

8. How much will my payment be?

Based on the formula that has been preliminarily approved by the Court, you will be entitled to receive approximately \$_____. The allocation formula takes into account the number of weeks you worked during the relevant liability period. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Paragraph 25, below.

HOW YOU GET A PAYMENT

9. How can I get my payment?

You do not need to do anything to receive the payment identified in Paragraph 8. You will be sent a settlement check if and when the Court approves the settlement and after all appeals have been exhausted. If you do not cash the settlement check within 45 days of the date the check is mailed to you, you will not receive a settlement. If you choose to exclude yourself, then you will not receive a payment.

10. When will I get my payment?

The Court will hold a fairness hearing to determine whether to approve the settlement, as described in more detail in Paragraph 22. If the Court approves the settlement, there may be appeals after that. It is always uncertain whether these appeals can be resolved, and resolving

them can take time, perhaps more than a year. Please be patient.

11. What am I giving up to get a payment?

Once you cash your settlement check, you cannot sue, continue to sue, or be a party in any other lawsuit against Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself (as explained in Paragraph 15 below), you will remain in the Class. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Defendants on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as opting out of the Settlement Class.

13. How do I opt out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail that includes the words, "I opt out of the PDC Corporation, Parameds.com, Inc. and RES wage and hour settlement." You must include your name, job title, address, telephone number, and signature. Your exclusion request must be postmarked no later than __ and must be mailed to:

[Settlement Administrator]

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may also be able to sue (or continue to sue) Defendants in the future about some of the legal issues in this case. If you wish to exclude yourself in order to file an individual lawsuit against Defendants you should speak to a lawyer as soon as possible because your claims are subject to a statute of limitations, which means that they will expire on a certain date. If you exclude yourself from the lawsuit, you may not object to it.

14. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue Defendants for the same claims in this case. If you have a pending lawsuit, speak to your lawyer in that case immediately to see if this settlement will affect your other case. Remember, the exclusion deadline is _____.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this lawsuit. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants regarding these same claims.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of Strauss Law PLLC is qualified to represent you and all Collective and Class Action Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. You do not need to retain your own attorney in order to participate as a Collective and Class Action Member. If you do not choose to join the Collective Action and/or opt out of the Class and want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third **[confirm]** of the settlement fund for attorneys’ fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. PDC Corporation, Parameds.com, Inc., RES Servicing Corp. and Eli Rowe have agreed not to oppose these fees.

Class Counsel will also ask the Court to approve payments of in recognition of the risks they took and their service to the Class. This amount includes payments \$2,000 to Sheri Brooking-Van Lone, \$2,000 to Amy Cross, \$15,000 to Dominica Zeller, \$10,000 to Amy Stowe, \$6,000 to Jane Pietkivitch, \$5,000 to Sheila Murphy, \$10,000 to Tammy Meunier, \$10,000 to Shari Merrill, and \$6,000 to Elena Carroll for their service as Named Plaintiffs and Class Representatives.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the settlement or some part of it.

18. How do I tell the Court that I don’t like the settlement?

If you’re a Class Member, you can object to the settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter by mail that includes the words “I object to the settlement in the PDC Corporation and Parameds.com wage and hour litigation.” as well as all reasons for the objection. Be sure to include your name, job title, address, telephone number, and your signature. Mail the objection to:

[Settlement Administrator]

Your letter must be postmarked no later than _____.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. If you exclude yourself from the settlement, you may not object. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a fairness hearing to decide whether to approve the settlement. You may attend, but you don't have to and you may ask to speak, but you don't have to. If you wish to bring anything to the Court's attention about the settlement, you should provide it in writing to the Claims Administrator according to Paragraph 13 above, who will provide your letter to the Court before the fairness hearing.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on _____ at _____, at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York, in Courtroom _____.

At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I speak at the hearing?

If you file a timely Objection to the Settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include the words "I intend to appear at the Fairness Hearing" in your written objection, which must be filed according to the procedure described in Paragraph 20, above. Your testimony at the Fairness Hearing will be limited to those reasons that are included in your written objection. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by sending a request, in writing, to:

[Settlement Administrator]

24. How do I get more information?

If you have other questions about the settlement, you can contact the Settlement Claims Administrator, or Class Counsel at the addresses and/or telephone numbers below.

STRAUSS LAW PLLC
305 Broadway, 7th Floor
New York, NY 10007
Phone: 212-822-1496
Email: Jesse@strausslawpllc.com

DATED: [Insert Date of Mailing], 2015